

**QUESTIONS GENERATED FROM THE MIAMISBURG CLOSURE PROJECT  
(MCP) REQUEST FOR PROPOSAL (RFP)  
WEEK 4 (September 2-6, 2002)**

150. Reference: C.5 – Pension and Other Employee Benefit Plans

Question: On page 63 of the Collective Bargaining Agreement references a Benefit Plan Agreement. Can DOE provide the Offerors a copy of this agreement? Is there a separate benefit plan for the non-union workforce? If so, can DOE provide a copy of the non-union benefit plan as well?

Answer: There is no one document called a "Benefit Plan Agreement." There is a summary of benefits plan in the FOIA Reading Room.

151. Reference: C.5.2 – Projected Costs

Question: DOE has projected the pension and other employee benefit plan costs for the life of the contract. Can DOE clarify if DOE or the contractor is responsible for making up funding shortfalls? If the contractor is responsible, is this an allowable cost?

Answer: Your statement in the first sentence is not clear. See Section C.5.2 for a list of items covered under projected costs. If the contractor's cost incurred is above the amount specified in Section C, the cost is allowable.

152. DEAR 970.3270 (Standard financial management clauses) requires the insertion of DEAR 970.5232-2 (Payments and Advances) in all management and operating contracts. Since the Mound RFP incorporates other clauses required to be included in management and operating contracts (from DEAR Part 970), will DOE include DEAR 970.5232-2?

Answer: No.

153. Since it is the policy of the DOE to finance management and operating contracts through advance payments and the use of special financial institution accounts (DEAR 970.3200), would DOE use provisions for advance payments or the use of special financial instituting accounts?

Answer: No.

154. Reference: L.16 Proposal Preparation Instructions, General.

Question: Paragraph(b) states that "fold out sheets are allowed only for maps, tables, and figures." Do fold out sheets count as one or two pages?

Answer: One page.

155. RFP Section H.25 (b) states employees of BWXTO below the level of program/project manager on the date of contract transition will initially be provided employee benefits that are substantially equal to their current benefits and that all employees hired under the contract shall be credited with their current length of service for vacation, retirement benefits, severance payments, and application of existing bargaining agreements. Given the above requirements, please provide: (a) length of service for all current employees; (b) employee benefits program; and (c) severance policy applicable to current employees.

Answer: For length of service for all current employees, see the Mound Exit Project Employee Age/Service (as of 12/31/02) document. For employee benefits program, see Summary of Employee Benefits documents (salaried and hourly). For severance policies applicable to PACE employees, see Collective Bargaining Agreement (CBA), page 152; for SPFPA employees' severance policy, see CBA, page 47; and for salaried employees' severance policy see Salaried Employees' Summary Plan Description #515. All of these documents are located in the FOIA Reading Room.

156. RFP Section H.25 (c) states that the MCP contractor shall manage and become a sponsor of all employee pension and welfare benefit programs, including but not limited to current BWXTO employees and EG&G retirees. This includes funding, administering, and maintaining the qualified status of all pension plans. Section C.5.1 also states "The contractor shall be responsible for...managing and sponsoring benefit programs for current...employees."

(a) Do the Projected Costs in RFP Section C.5.2 for welfare benefits include all current employees, as well as retirees and disabled workers?

Answer: The projected pension costs include all employees. The projected welfare benefit costs include all retiree medical and life insurance benefits and existing disabled worker benefits.

(b) If not, what are the projected costs to manage, sponsor, and fund pension and welfare benefit programs for current employees? The RFP, SEB website reference documents, and Reading Room documents do not provide costs for current employee welfare benefits (if they are not included in RFP Section C.5.2).

Answer: The projected pension costs include all employees. The projected welfare benefit costs include all retiree medical and life insurance benefits and existing disabled worker benefits.

157. RFP Section H.25 (d) states that the contractor will adopt the existing collective bargaining agreements. However, the current Collective Bargaining Agreement (CBA) between BWXTO and PACE Local 5-4200 is due to expire at the termination of the BWXTO Contract, or on February 3, 2003.

(a) What is DOE's intent and expectation regarding the re-negotiation of the current CBA?

Answer: The DOE is not a party to the Collective Bargaining Agreement.

(b) Does DOE intend to modify, change, alter, or amend the current CBA?

Answer: The DOE is not a party to the Collective Bargaining Agreement.

158. Is it the DOE's intention that the terms and conditions of the existing collective bargaining agreement will apply to the successor contractor after they commence work? Some have asserted that the PACE Collective Bargaining Agreement expires on the same date that the BWXTO contract ends, and under this interpretation, the winning bidder would not be under any obligation to adhere to or adopt the existing PACE agreement. Please clarify if this is the intention of the DOE to allow this interpretation of the requirements of the RFP?

Answer: Section H.25(d) states that the contractor shall adopt the existing Collective Bargaining Agreements, consistent with the National Labor Relations Act.

159. Inasmuch as the winning bidder will be obligated to adopt the existing collective bargaining agreements, is it the DOE's intention that the successful bidder will become a signatory to the existing collective bargaining agreements (assuming there is concurrence by both parties).

Answer: Section H.25(d) states that the contractor shall adopt the existing Collective Bargaining Agreements, consistent with the National Labor Relations Act.